

**RESOLUTION GRANTING AUTHORITY TO ABANDON
SEWER LINE EASEMENT, LATERAL 22**

WHEREAS, on or about April 17, 2003, an Agreement To Relocate Lateral 22 Known As The Airways Road Lateral was entered into by and between Horn Lake Creek Basin Interceptor Sewer District and the City of Southaven, Mississippi;

WHEREAS, under the terms of the aforesaid Agreement, the City of Southaven, Mississippi, had requested the Horn Lake Creek Basin Interceptor Sewer District to permit the City of Southaven to assume ownership and maintenance of Lateral 22 known as the Airways Road lateral and relocate the south part of the lateral from its existing location to or near the new Airways street under construction by the City of Southaven;

WHEREAS, under the terms of the aforesaid Agreement, the City of Southaven was to construct a new outfall lateral (new line) along, in or near the existing right-of-way for the new Airways road from a point beginning approximately 1000 feet south of Goodman Road, then southward to the main Interceptor sewer line of the Horn Lake Creek Basin Interceptor Sewer District on the north side of Horn Lake Creek;

WHEREAS, under the terms of the aforesaid Agreement, when the new Lateral 22 was completed and ready for service, the Horn Lake Creek Basin Interceptor Sewer District agreed to abandon the existing unused portion of Lateral 22 and further agreed to convey the easement for the unused portion of Lateral 22 to the adjoining land owner or the City of Southaven, as the City of Southaven designated;

PREPARED BY AND RETURN TO:
MARK K. SORRELL
CITY OF SOUTHAVEN
3710 NORTHWEST DRIVE
SOUTHAVEN, MS 38671
(662) 393-5931

WHEREAS, construction of the new outfall lateral (new line) has been completed by the City of Southaven;

WHEREAS, on the 11th day of May, 2005, the Horn Lake Creek Basin Interceptor Sewer District conveyed to the City of Southaven all right, title and interest it had in Interceptor Lateral Number 22 and the permanent sewer easement 15 feet in width located in the Northeast Quarter and the Southeast Quarter of Section 36, Township 1 South, Range 8 West, in the City of Southaven, DeSoto County, Mississippi, more fully described in the Sewer Easement from Goodman Road Associates LTD to Horn Lake Creek Basin Interceptor Sewer District dated April 27, 1990, recorded in Deed Book 225, page 281, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

WHEREAS, it is in the public's best interest that the City of Southaven vacate and abandon that portion of the Sewer Line Easement, Lateral 22 that has been relocated and no longer needed to provide service to that property commonly known as the Southaven Towne Centre being developed by CBL & Associates Properties, Inc.

WHEREAS, Section 21-17-5 of the Mississippi Code Annotated (1972), empowers the governing authorities of a municipality to adopt resolutions with respect to such municipal affairs.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Mayor and Board of Alderman of the City of Southaven, Mississippi, that the portion of the Sewer Line Easement, Lateral 22 that has been relocated and no longer needed to provide service to that property commonly known as the Southaven Towne Centre being developed by CBL & Associates Properties, Inc. be vacated and abandoned.

IT IS FURTHER RESOLVED by the Mayor and Board of Aldermen that the north 1,200 feet of Lateral 22 continue to be used by the City of Southaven as well as the south end of Lateral 22 to which businesses on the south side of that property upon which the Southaven Towne Centre is being constructed can be connected.

IT IS FURTHER RESOLVED that this Resolution Granting Authority To Abandon Sewer Line Easement, Lateral 22 be recorded in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Following the reading of this Resolution, it was introduced by Alderman Stark and seconded by Alderman Loftis. The Resolution was then put to a roll call vote and the results were as follows, to-wit:

ALDERMAN	VOTED
Alderman Greg Guy	YES
Alderman Lorine Cady	YES
Alderman James Stark	YES
Alderman James K. Loftis	YES
Alderman Paul Ollar	YES
Alderman Ricky Jobes	YES
Alderman Randall T. Huling, Jr.	YES

The Resolution, having received a majority vote of all Aldermen present, was

declared adopted on this, the 17th day of May, 2005.

CITY OF SOUTHAVEN, MISSISSIPPI

BY:



CHARLES G. DAVIS
MAYOR

ATTEST:



GLEND A SMALLWOOD

CITY CLERK

(SEAL)



CERTIFICATE OF CITY CLERK

STATE OF MISSISSIPPI

COUNTY OF DESOTO

I, GLENDA SMALLWOOD, the duly appointed and acting CITY CLERK for the CITY OF SOUTHAVEN, MISSISSIPPI, do hereby certify that the above and foregoing is a true and correct copy of a RESOLUTION of the BOARD OF ALDERMEN of the CITY OF SOUTHAVEN, MISSISSIPPI, duly passed and adopted by the said BOARD OF ALDERMEN.

This, the 20th day of May, 2005.

Glenda Smallwood
GLENDA SMALLWOOD
CITY CLERK

(S E A L)



Latval 22
Box 22 5-p281

LTD. SEWER EASEMENT

IN CONSIDERATION of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is acknowledged, GOODMAN ROAD ASSOCIATES, INC. convey to Horn Lake Creek Basin Interceptor Sewer District of DeSoto County, Mississippi; a perpetual easement for the construction, maintenance and repair of an outfall sewer line through, over, across and under the land in DeSoto County, Mississippi, described as follows, to wit:

A permanent easement 15.0 feet in width across the Goodman Road Associates, Inc. property located in the Eastern 1/2 of Section 36, Township 1 South, Range 8 West, in DeSoto County, Mississippi, and being more particularly described as follows:

Beginning at the Southeast corner of Section 36, Township 1 South, Range 8 West; thence North along the East line of Section 36, North 03 degrees 22 minutes 19 seconds West a distance of 404.99 feet to a point of interceptor of this subject parcels East property line and the Northern line of an existing 15.0 feet wide sanitary sewer easement; thence along the north line of said easement North 76 degrees 51 minutes 23 seconds West a distance of 361.90 feet to a point; thence continuing along this easement's North line North 49 degrees 12 minutes 57 seconds West a distance of 672.33 feet to a point; said Point of Beginning; thence North 49 degrees 11 minutes 33 seconds East a distance of 37.76 feet to a point; thence North 17 degrees 15 minutes 04 seconds West a distance of 795.70 feet to a point; thence North 07 degrees 52 minutes 10 seconds West a distance of 402.01 feet to a point; thence North 13 degrees 08 minutes 43 seconds East a distance of 402.68 feet to a point; thence North 32 degrees 34 minutes 49 seconds East a distance of 401.54 feet to a point; thence North 36 degrees 29 minutes 56 seconds East a distance of 400.22 feet to a point; thence North 36 degrees 00 minutes 45 seconds East a distance of 398.57 feet to a point; thence North 14 degrees 53 minutes 25 seconds East a distance of 397.40 feet to a point; thence North 03 degrees 22 minutes 19 seconds West a distance of 1,191.31 feet to a point; thence South 86 degrees 44 minutes 56 seconds West a distance of 51.83 feet to a point; thence North 03 degrees 15 minutes 04 seconds West a distance of 119.98 feet to a point on the East line of Goodman Road; thence along this line North 86 degrees 07 minutes 41 seconds East a distance of 15.00 feet to a point; thence South 03 degrees 15 minutes 04 seconds East a distance of 105.14 feet to a point; thence North 86 degrees 44 minutes 56 seconds East a distance of 51.79 feet to a point; thence South 03 degrees 22 minutes 19 seconds East a distance of 1,208.69 feet to a point; thence South 14 degrees 53 minutes 25 seconds West a distance of 402.60 feet to a point; thence South 36 degrees 00 minutes 45 seconds West a distance of 401.43 feet to a point; thence South 36 degrees 29 minutes 56 seconds West a distance of 399.78 feet to a point; thence South 32 degrees 34 minutes 49 seconds West a distance of 398.46 feet to a point; thence South 13 degrees 08 minutes 43 seconds West a distance of 397.32 feet to a point; thence South 07 degrees 52 minutes 10 seconds East a distance of 397.99 feet to a point; thence South 17 degrees 15 minutes 04 seconds East a distance of 804.30 feet to a point; thence South 49 degrees 11 minutes 33 seconds West a distance of 45.37 feet to a point; on the Northern line of an existing 15.0 foot wide sanitary sewer easement; thence along the line North 49 degrees 12 minutes 57 seconds West a distance of 15.16 feet to a point; said Point of Beginning. Subject easement containing 1.59 acres more or less.

Also, a temporary construction easement 50.0 feet wide westerly of, parallel and adjacent to and 50.0 feet wide or less Easterly of, parallel and adjacent to and being more particularly described as follows:

Beginning at the Southeast corner of Section 36, Township 1 South, Range 8 West; thence North along the East line of Section 36, North 03 degrees 26 minutes 19 seconds West a distance of 404.99 feet to a point of intersection of this subject parcels East property line and the Northern line of an existing 15.0 foot wide sanitary sewer easement; thence along the North line of said easement North 76 degrees 51 minutes 23 seconds West a distance of 361.90 feet to a point; thence continuing along this easement's North line North 49 degrees 12 minutes 57 seconds West a distance of 606.63 feet to a point, said Point of Beginning; thence South 49 degrees 11 minutes 33 seconds West a distance of 86.93 feet to a point; thence North 40 degrees 48 minutes 27 seconds West a distance of 115.00 feet to a point; thence North 49 degrees 11 minutes 33 seconds East a distance of 82.34 feet to a point; thence North 17 degrees 15 minutes 04 seconds West a distance of 767.06 feet to a point; thence North 07 degrees 52 minutes 10 seconds West a distance of 415.38 feet to a point; thence North 13 degrees 08 minutes 43 seconds East a distance of 420.51 feet to a point; thence North 32 degrees 34 seconds 49 East a distance of 411.81 feet to a point; thence North 36 degrees 29 minutes 56 seconds East a distance of 401.72 feet to a point; thence North 36 degrees 00 minutes 45 seconds East a distance of 389.04 feet to a point; thence North 14 degrees 53 minutes 25 seconds East a distance of 380.04 feet to a point; thence North 03 degrees 22 minutes 19 seconds West a distance of 1,133.38 feet to a point; thence South 86 degrees 44 minutes 55 seconds West a distance of 51.93 feet to a point; thence North 03 degrees 15 minutes 04 seconds West a distance of 169.44 feet to a point on the East line of Goodman Road; thence along this line North 86 degrees 07 minutes 41 seconds East a distance of 68.92 feet to a point; thence continuing along this R.O.W. line South 03 degrees 22 minutes 19 seconds East a distance of 100.00 feet to a point; thence continuing along this R.O.W. line North 86 degrees 07 minutes 41 seconds East a distance of 70.15 feet to a point of intersection of the East line of Goodman Road and this subject parcels East line; thence along subject parcels East line South 03 degrees 22 minutes 19 seconds East a distance of 1,305.96 feet to a point; thence South 14 degrees 53 minutes 25 seconds West a distance of 332.21 feet to a point; thence South 36 degrees 00 minutes 45 seconds West a distance of 410.96 feet to a point; thence South 36 degrees 29 minutes 56 seconds West a distance of 398.28 feet to a point; thence South 32 degrees 34 minutes 49 seconds West a distance of 388.19 feet to a point; thence South 13 degrees 08 minutes 43 seconds West a distance of 379.49 feet to a point; thence South 07 degrees 52 minutes 10 seconds East a distance of 184.62 feet to a point; thence South 17 degrees 15 minutes 04 seconds East a distance of 632.94 feet to a point; thence South 49 degrees 11 minutes 33 seconds West a distance of 70.73 feet to a point; said Point of Beginning. Subject easement less and except that which falls within a permanent easement or subject property contains 9.82 acres, more or less.

The temporary construction easement shall terminate upon completion of construction of the sewer line and in any event terminate one year from the execution of this instrument. The permanent easement shall terminate if construction of the sewer

Improvements contemplated herein is not completed within eighteen months from the execution of this instrument. Alternatively, the permanent easement shall terminate when use of such sewer improvements has ceased.

It is the intent of the parties hereto that the permanent and temporary easements described herein be entirely situated within the right-of-way of the proposed extension of Airways Boulevard. If at any time it is determined that the right-of-way of Airways Boulevard has been or will be relocated, the parties agree to revise the above referenced legal descriptions to reflect such change.

The Sewer District shall indemnify the grantors in connection with any injuries to any person or damage to any property, resulting from, or in connection with the installation, operation, repair, maintenance or replacement of the sewer lines which is the subject of this easement.

This easement agreement shall be binding upon, and inure to the benefit of the assignees, successors or assigns of the parties hereto.

The Utility District will pay all costs of constructing the sewer line and there will be no assessment against the grantors adjacent property therefore.

Upon completion of construction, repair, maintenance or replacement of the sewer line, the Sewer District shall restore the land surface to its original condition. In refilling all ditches and trenches, the Sewer District shall use compacted backfill, 90% Compaction Standard Proctor ASTM. The grantors reserve all uses of the easement are not inconsistent with this instrument, including the right to pave over, install curbs, landscaping and sidewalks, and cut or fill the easement area; provided that any cut or fill greater than 2 feet shall be subject to the Sewer District's approval, which shall not be unreasonably withheld. Consistent with the rights reserved by the grantors, the Sewer District will have the right to remove, trees, bushes, undergrowth and other obstruction within the permanent easement area to the extent the same interfere with the construction and maintenance of the sewer line.

Upon thirty days' notice to the Sewer District, the grantors may grant additional easement rights contiguous to, across or within the easement area described herein for the installation, operation, maintenance, repair and restoration of gas lines, sewer lines, water lines, electric lines and other utilities, so long as such further easement rights do not unreasonably interfere with the Sewer District's rights hereunder.

WITNESS OUR SIGNATURES this 27th day of APRIL, 1990.

WITNESS:

GOODMAN ROAD ASSOCIATES, INC.

By: [Signature]

HORN LAKE CREEK BASIN
INTERCEPTOR SEWER DISTRICT

By: [Signature]

[Signature]